

B 210A (Form 210A) (12/09)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re **Lehman Brothers Holdings Inc.**

Case No. **08-1355**

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

VALEUR PTE LIMITED

Name of Transferee

UNICREDIT SpA

Name of Transferor

Name and Address where notices to transferee should be sent:

Lorenzo Vangeleisti
Chief Executive Officer
10 Anson Road
#29-12 International Plaza
079903 Singapore
Phone: +65 6225 7291
Email: lorenzo.vangelisti@valeur-investments.com

Court Claim # (if known): **56715**

Total Amount of Claim Filed:

USD \$ 95,745,869.14

Amount of Claim Transferred:

USD \$ 58,102,528.18

ISIN/CUSIP: **XS0181945972**

Date Claim Filed: **29 October 2009**

Name and Address where transferee payments should be sent (if different from above): **Not Applicable**

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 

Transferee

Date: 9th November 2011

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Form 210B (12/09)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re **Lehman Brothers Holdings Inc.**

Case No. 08-1355

**NOTICE OF PARTIAL TRANSFER OF CLAIM
OTHER THAN FOR SECURITY**

Claim No. 56715 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on 9th of November, 2011.

UNICREDIT SpA

Name of Alleged Transferor

VALEUR PTE LIMITED

Name of Transferee

Address of Alleged Transferor:

Via Alessandro Specchi 16
00186, Rome
Italy

Address of Transferee:

10 Anson Road
#29-12 International Plaza
079903 Singapore

Phone: +65 6225 7291

Email: lorenzo.vangelisti@valeur-investments.com

~~DEADLINE TO OBJECT TO TRANSFER~~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: _____

CLERK OF THE COURT

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, UniCredit SpA ("Seller") as universal successor of Unicredit Banca di Roma SpA hereby unconditionally and irrevocably sells, transfers and assigns to Valeur Pte Ltd (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the claim amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 56715 filed by and on behalf of the Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) all rights and benefit of Seller the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 (as "Lehman Programs Securities to which the Transfer Relates") attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors of the Debtor that are not entitled to priority under the Bankruptcy Code and are not subordinated; and (g) as of the date hereof amounts due and owing by Lehman Brothers Treasury Co. B.V. as issuer in respect of each Purchased Security have not been accelerated.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(c) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing



that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

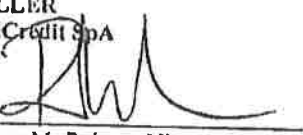
6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. This Agreement and Evidence of Transfer of Claim is subject to successful completion by the Purchaser on the date hereof of an on-sale by the Purchaser of the Transferred Claims and the Purchased Securities (the "Subsequent Sale") to be executed with a third party purchaser ("Subsequent Purchaser"). In the event that such Subsequent Purchase is not successfully completed on the date hereof (including receipt by the Purchaser from the Subsequent Purchaser of the full purchase price for such Subsequent Purchase for value on the date hereof), the Transferred Claims and the Purchased Securities shall be returned to the Seller and the purchase obligations of the Purchaser (including, without limitation, any obligation to pay purchase price) under this Agreement and Evidence of Transfer of Claim shall be cancelled accordingly.

8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

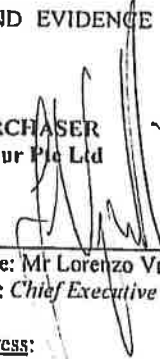
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 9th day of November, 2011.

SELLER
UniCredit SpA

By: 
Name: Mr Roberto Nicastro
Title: General Manager (Direttore Generale)

Address:
Via Alessandro Specchi 16
00186 Rome
ITALY

PURCHASER
Vnteur Pte Ltd

By: 
Name: Mr Lorenzo Vangelisti
Title: Chief Executive Officer

Address:
10 Anson Road
#29-12 International Plaza
079903 SINGAPORE

SCHEDULE 1

Transferred Claims

Purchased Claim

USD 58,102,528.18 of USD 95,745,869.14 (the outstanding amount of the Proof of Claim as of 9th November 2011).

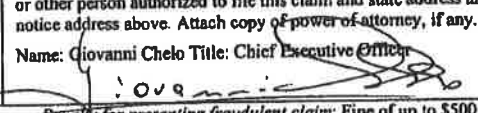
Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Issue of EUR 140,000,000 of Inflation Linked Multi-Tranche Notes under the U.S.\$18,000,000,000 Euro Medium-Term Note Program	XS0181945972	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 56,604,000.00	Fixed Rate and Index-Linked Interest	14th January 2014	USD 58,102,528.18

[Handwritten signature]

[Handwritten mark]

[Handwritten signature]

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epig Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-bankruptcy.com as of July 17, 2009.			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) UniCredit Banca di Roma S.p.A. Via U. Tupini, 180 00144 Roma Italy Attention: Mr. Cristiano Carlucci		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____	
Telephone number: +39 06 54453181 Email Address: organizzazione.ucbancaroma@unicreditgroup.eu			
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: See attached _____ (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): See attached _____ (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: See attached _____ (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: See attached _____ (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 2px solid black; padding: 5px; text-align: center;">FILED / RECEIVED OCT 29 2009 EPIC BANKRUPTCY SOLUTIONS, LLC</div>	
Date: October 23, 2009 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: Giovanni Chelo Title: Chief Executive Officer 			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000056715



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

Lehman Brothers Holdings Inc., *et al.*

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.

-----X

**ANNEX TO PROOF OF CLAIM OF
UNICREDIT BANCA DI ROMA S.P.A.**

1. Claimant. UniCredit Banca di Roma S.p.A. (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is the holder and is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers UK Capital Funding II L.P. (the "**Obligors**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the respective Euroclear Bank electronic instruction reference number and the Euroclear Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 3 attached hereto. The Program Securities

Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 3 attached hereto. The Program Securities issued by Lehman Brothers Treasury Co. B.V. have also the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of Lehman Brothers Treasury Co B.V. pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is the holder and is authorized to act on behalf of the holders of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 95,697,573.10, plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

ISIN Code	Euroclear electronic instruction reference #	Euroclear account #	Subcustodian (Societe Generale Securities Services S.p.A.) account #	Issuer	Nominal Amount
IT0008578600	6044228	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 132,000.00
XS0162289663	6044196	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 10,000.00
XS0163559841	6044197	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 20,000.00
XS0176153350	6044198	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 1,308,000.00
XS0178969209	6044199	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 238,000.00
XS0181945972	6044201	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 40,277,000.00
XS0185655445	6044203	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 20,000.00
XS0189294225	6044204	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 97,000.00
XS0195431613	6044207	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 450,000.00
XS0196767084	6044208	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 15,000,000.00
XS0200284247	6044209	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 1,441,000.00
XS0208459023	6044211	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 2,831,000.00
XS0210433206	6044213	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 17,000.00
XS0210782552	6044214	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 369,000.00
XS0211093041	6044215	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 402,000.00
XS0211814123	6044216	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 1,334,000.00
XS0213971210	6044218	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 18,000.00
XS0220152069	6044219	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 320,000.00
XS0220704109	6044220	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 2,120,000.00
XS0229269856	6044222	91030	290/63002	LEHMAN BROTHERS HOLDING PLC	€ 30,000.00
XS0286302988	6044226	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 10,000.00
XS0301086475	6044227	91030	290/63002	LEHMAN BROTHERS TREASURY CO BV	€ 30,450.00

EXHIBIT 2

ISIN Code	Nominal Amount (FOREIGN CURRENCY)	Interest** (FOREIGN CURRENCY)	Total (FOREIGN CURRENCY)	Nominal Amount (USD) *	Interest (USD) *	Total (USD) *
IT0006578600	€ 132,000.00	€ 2,595.95	€ 134,595.95	186,793.20	3,673.53	190,466.73
XS0162289663	€ 10,000.00		€ 10,000.00	14,151.00	0.00	14,151.00
XS0163559841	€ 20,000.00	€ 386.98	€ 20,386.98	28,302.00	547.62	28,849.62
XS0176153350	€ 1,309,000.00		€ 1,309,000.00	1,852,365.90	0.00	1,852,365.90
XS0178969209	€ 238,000.00		€ 238,000.00	336,793.80	0.00	336,793.80
XS0181945972	€ 40,277,000.00	€ 962,178.46	€ 41,239,178.46	56,995,982.70	1,361,678.74	58,357,661.44
XS0185655445	€ 20,000.00	€ 499.94	€ 20,499.94	28,302.00	707.47	29,009.47
XS0189294225	€ 97,000.00	€ 1,652.87	€ 98,652.87	137,264.70	2,338.98	139,603.68
XS0195431613	€ 450,000.00	€ 3,801.30	€ 453,801.30	636,795.00	5,379.22	642,174.22
XS0196767064	€ 15,000,000.00		€ 15,000,000.00	21,226,500.00	0	21,226,500.00
XS0200284247	€ 1,441,000.00	€ 43,108.18	€ 1,484,108.18	2,039,159.10	61,002.39	2,100,161.49
XS0208459023	€ 2,831,000.00	€ 83,458.25	€ 2,894,458.25	4,006,148.10	89,799.77	4,095,947.87
XS0210433206	€ 17,000.00	€ 592.44	€ 17,592.44	24,056.70	838.36	24,895.06
XS0210782552	€ 369,000.00	€ 8,088.07	€ 377,088.07	522,171.90	11,445.43	533,617.33
XS0211093041	€ 402,000.00	€ 4,647.78	€ 406,647.78	568,870.20	6,577.07	575,447.27
XS0211814123	€ 1,334,000.00	€ 32,150.88	€ 1,366,150.88	1,887,743.40	45,496.71	1,933,240.11
XS0213971210	€ 18,000.00	€ 177.53	€ 18,177.53	25,471.80	251.22	25,723.02
XS0220152069	€ 320,000.00	€ 876.71	€ 320,876.71	452,832.00	1,240.63	454,072.63
XS0220704109	€ 2,120,000.00	€ 24,836.92	€ 2,144,836.92	3,000,012.00	35,146.73	3,035,158.73
XS0229269856	€ 30,000.00	€ 1,512.23	€ 31,512.23	42,453.00	2,139.96	44,592.96
XS0286302988	€ 10,000.00		€ 10,000.00	14,151.00	0.00	14,151.00
XS0301086475	€ 30,450.00		€ 30,450.00	43,089.80	0.00	43,089.80

Total Claim Amount USD\$ 95,697,573.10

**Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the ECB (European Central Bank) for September 15, 2008: 1 EUR = 1.4151 USD.*

*** Interest accrued until September 14, 2008 (included).*

EXHIBIT 3

Evidence of Ownership



Unicredit Banca di Roma S.p.A.

Presidio Operativo Finanza
Viale U.Tupini, 180
00144 Roma, Italia

Milan, Friday, October 16, 2009

Ref : CERTIFICATION OF BLOCKING INSTRUCTIONS FOR THE PURPOSE OF THE FILING OF THE
LEHMAN PROGRAMS SECURITIES PROOFS OF CLAIM

We hereby certify that, on October 14, 2009, SGSS S.P.A., on behalf of Unicredit Banca di Roma S.p.A. account no. 290/63002 and by their authorization, submitted to Euroclear bank numbers electronic instructions on account 91030, to receive the Euroclear reference numbers ("blocking numbers") necessary to file the Lehman Programs Securities proofs of claim

Here below listed the "Euroclear blocking numbers" related to SGSS account no. 290/63002 and the relevant information provided through the "disclosure instruction":

ISIN CODE	NOMINAL AMOUNT	BLOCKING NUMBER	ACCOUNT HOLDERS EUROCLEAR BANK	ACCOUNT HOLDERS SGSS
IT0006578600	132.000,00	6044228	91030	290/63002
XS0082350587	100.000.000,00	6044194	91030	290/63002
XS0128857413	10.000,00	6044195	91030	290/63002
XS0162289663	10.000,00	6044196	91030	290/63002
XS0163559841	20.000,00	6044197	91030	290/63002
XS0176153350	1.309.000,00	6044198	91030	290/63002

SGSS S.p.A.

Sede legale in Torino
Direzione Generale:
Via Benigno Crespi, 19 A
20159 Milano
Italy

Tel. +39 02 9178.1
Fax. +39 02 9178.9999
www.sg-securities-services.com
www.socgen.com

Capitale Sociale € 111.309.007,08
interamente versato
Banca iscritta all'Albo delle Banche
cod 5622
Assoggettata all'attività di direzione e
coordinamento di Société Générale S.A.

Iscrizione al Registro delle
Imprese di Torino, Codice
Fiscale e P. IVA 03126570013
Aderente al Fondo Interbancario
Tutela dei Depositi



XS0178969209	238.000,00	6044199	91030	290/63002
XS0179304869	2.900.000,00	6044200	91030	290/63002
XS0181945972	40.277.000,00	6044201	91030	290/63002
XS0183944643	6.671.000,00	6044202	91030	290/63002
XS0185655445	20.000,00	6044203	91030	290/63002
XS0189294225	97.000,00	6044204	91030	290/63002
XS0189741001	4.287.000,00	6044205	91030	290/63002
XS0193035358	2.407.000,00	6044206	91030	290/63002
XS0195431613	450.000,00	6044207	91030	290/63002
XS0196767064	15.000.000,00	6044208	91030	290/63002
XS0200284247	1.441.000,00	6044209	91030	290/63002
XS0205185456	1.968.000,00	6044210	91030	290/63002
XS0208459023	2.831.000,00	6044211	91030	290/63002
XS0210433206	17.000,00	6044213	91030	290/63002
XS0210782552	369.000,00	6044214	91030	290/63002
XS0211093041	402.000,00	6044215	91030	290/63002
XS0211814123	1.334.000,00	6044216	91030	290/63002
XS0213899510	565.000,00	6044217	91030	290/63002
XS0213971210	18.000,00	6044218	91030	290/63002
XS0220152069	320.000,00	6044219	91030	290/63002
XS0220704109	2.120.000,00	6044220	91030	290/63002
XS0224346592	140.000,00	6044221	91030	290/63002
XS0229269856	30.000,00	6044222	91030	290/63002
XS0252834576	100.000,00	6044223	91030	290/63002
XS0254171191	300.000,00	6044225	91030	290/63002

SGSS S.p.A.

Sede legale in Torino
Direzione Generale:
Via Benigno Crespi, 10 A
20159 Milano
Italy

Tel. +39 02 9178 1
Fax. +39 02 9178 9999
www.sg-securities-services.com
www.socgen.com

Capitale Sociale € 111.309.007,08
Interamente versato
Banca iscritta all'Albo delle Banche
cod 5622
Assoggettata all'attività di direzione e
coordinamento di Société Générale S.A.

Iscrizione al Registro delle
Imprese di Torino, Codice
Fiscale e P. IVA 03126570013
Aderente al Fondo Interbancario
Tutela dei Depositi



SOCIETE GENERALE
Securities Services

XS0286302988	10.000,00	6044226	91030	290/63002
XS0301086475	30,00	6044227	91030	290/63002

Best regards



SOCIETE GENERALE
Securities Services

SGSS S.p.A.

SGSS S.p.A.

Sede legale in Torino
Direzione Generale:
Via Benigno Crespi, 19 A
20159 Milano
Italy

Tel. +39 02 9178.1
Fax +39 02 9178.9999
www.sg-securities-services.com
www.socgen.com

Capitale Sociale € 111.309.007,08
Interamente versato
Banca iscritta all'Albo delle Banche
cod.5622
Assoggettata all'attività di direzione e
coordinamento di Société Générale S.A.

Iscrizione al Registro delle
Imprese di Torino, Codice
Fiscale e P. IVA 03129570013
Aderente al Fondo Interbancario
Tutela dei Depositi

EXHIBIT 4

Written Consent June 9, 2005

05/08/2005

16:41

LEHMAN → 916467582653

NO. 504

001

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID=2023389294

P.02

EX-25-2305
25/06/2005

27:11
16:41

LE-PM - 51645752654
LE-PM + 51645752653

NO.290
NO.304

004
002

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof, and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fuld, Jr.


John D. Macomber

06/09/2005

16:41

LEHMAN → 916467582653

NO.504

003

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Ro Limited	No

ALLEN & OVERY

United States Bankruptcy Court/Southern District of New York

Epiq Bankruptcy Solutions, LLC
Attn: Lehman Brothers Holdings Claims Processing
757 Third Avenue, 3rd Floor
New York, NY 10017

Allen & Overy
Corso Vittorio Emanuele II 284
00186 Rome Italy

Tel +39 06 6842 71
Fax +39 06 6842 7333
E-mail gianpaolo.garofalo@allenoverly.com

October 28, 2009

UNICREDIT BANCA DI ROMA S.P.A. - PROOFS OF CLAIM AGAINST LEHMAN BROTHERS HOLDINGS INC.

To: United States Bankruptcy Court/Southern District of New York

Acting on behalf of UniCredit Banca di Roma S.p.A., please find enclosed two original copies of the proofs of claim hereby filed by UniCredit Banca di Roma S.p.A. against Lehman Brothers Holdings Inc., together with photocopies of the original proofs of claim. Please retain and time-stamp the original proofs of claim and please time-stamp and return the photocopies (time-stamped as "RECEIVED") by using the enclosed prepaid envelop.

Kind regards,

Allen & Overy

Gianpaolo Garofalo
Senior Associate



STUDIO LEGALE ASSOCIATO

David Max Aaron^{1,2}
Avv. Francesco Bonichi
Craig Byrne^{3,4}
Avv. Pasquale Cardillochio

Avv. Silvia D'Alberil
Avv. G. Massimiliano Danusso
Avv. Roberto Donnini
Paul Flanagan^{1,3}

Avv. Giovanni Gazzaniga
Avv. Massimo Greco
Dott. Com. Francesco Guelfi⁵
Avv. Paola Leocani

Avv. Stefano Sennhauser
Avv. Catia Tomasetti³
Avv. Cristiano Tommasi

¹ New York Bar

² Massachusetts Bar

³ Solicitor, England and Wales

⁴ Barrister and Solicitor, British Columbia

⁵ Head of Tax Milan: Partner equivalent status

Milan Office: Via Manzoni, 41-43; 20121 Milan (tel +39 02 2904 91; fax +39 02 2904 9333)

Rome Office: Corso Vittorio Emanuele II, 284; 00186 Rome (tel +39 06 6842 71; fax +39 06 6842 7333)

Studio Legale Associato is affiliated with Allen & Overy LLP, a limited liability partnership registered in England and Wales.

Allen & Overy LLP or an affiliated undertaking has an office in each of: Abu Dhabi, Amsterdam, Antwerp, Bangkok, Beijing, Bratislava, Brussels, Bucharest (associated office), Budapest, Dubai, Düsseldorf, Frankfurt, Hamburg, Hong Kong, London, Luxembourg, Madrid, Mannheim, Milan, Moscow, Munich, New York, Paris, Prague, Riyadh (associated office).

Pg 21 of 21

KAGE

TU
UNITED STATES
0028 US-ZXP-TSS
Serial No. 11297765 Date of Issue 11/01/01
Ref Code 11/01

DMA
DRAFT
ROT

CONFIDENTIAL
Direct Relation

REF ID: A61811L S2 Z291 883Z
12.15.1017-80012000

(L) DDI 3M41 0842 6038 9336

DO NOT SEND CASH, CASH EQUIVALENT OR JEWELLERY.
This liability shall not exceed US\$ 100 for any shipment. See conditions of carriage on the airbill.